

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

In re:)	
)	
TROPHY HOSPITALITY, LLC,)	Case No.: 21-40512-11
)	
Debtor.)	Chapter 11
)	

**ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT
TO 11 U.S.C. § 362(d)(1) AND (2)**

THIS MATTER comes before the Court on the Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d)(1) and (2) (Doc. 81) (the “Motion”) filed by Celtic Bank Corporation (“Movant”) on September 3, 2021. The Court finds that the Motion was properly served pursuant to the Federal and Local Rules of Bankruptcy Procedure and that it contained the appropriate fourteen (14)-day negative notice language, pursuant to LBR 4001, which directed any party opposed to the granting of the relief sought by the Motion to file a written response or the Motion would be deemed by the Court to be unopposed. The Court finds that no objection or other written response to the Motion has been timely filed by any party. Due to the failure of any party to file a timely written response, the allegations contained in the Motion stand unopposed and, therefore, the Court, being advised on the premises therefore and finding good cause for the relief requested, hereby

ORDERS that the Motion is **GRANTED**;

ORDERS that the automatic stay pursuant to section 362 of the Bankruptcy Code is terminated, annulled and modified to permit movant, Celtic Bank, its agents, employees, representatives, professionals, and counsel, to exercise its rights under the Loan Agreement, and Subordination Agreement, including all of Celtic Bank’s available legal and contractual remedies with respect to the Collateral as provided for in the Loan Agreement, as defined in the Motion, including but not limited to entering the property located at

6770 Winning Drive, Suite 900, Frisco , TX 75034 (“Property”) and taking possession of, liquidating (including conducting an auction of the Collateral), disposing of and/or removing any and all Collateral referenced in the Loan Agreement.

ORDERS that Celtic Bank is not granted relief from stay at this time, and without further stipulation and/or order of the Court, to take other enforcement action against the Debtor or the Bankruptcy Estate to collect any deficiency balance remaining on the Loan Agreement after disposition of the Collateral.

ORDERS that this Order is without prejudice to Celtic Bank seeking further relief from the Court, including pursuing a deficiency claim against the Debtor.; and

FURTHER ORDERS that the 14-day stay under F.R.B.P. 4001(a)(3) is waived.

Dated:

UNITED STATES BANKRUPTCY JUDGE